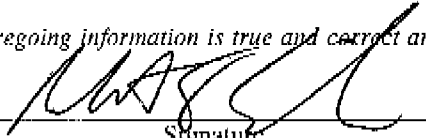


Form PTO-159-4 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> <u>H<sub>2</sub>O Plus, L.P.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <u>Delaware</u> <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: <u>Harris N.A.</u> Internal Address: _____ Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>National Banking Association</u>  <small>If recipient is not domiciled in the United States, a domestic representative designation is attached.</small> <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small> Additional names(s) & address(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>October 6, 2005</u>			<b>4. Application number(s) or trademark number(s):</b> A. Trademark Application No.(s) <u>See Schedule A-1, attached</u>  B. Trademark Registration No.(s) <u>See Schedule A-1, attached</u>  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Robert J. Schneider</u> Internal Address: <u>Chapman and Cutler LLP</u> _____ _____ Street Address: <u>111 West Monroe Street</u> _____ City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u>			<b>6. Total number of applications and trademarks involved:</b> <span style="border: 1px solid black; padding: 2px 5px;">17</span>  <b>7. Total fee (37 CFR 3.41)</b> \$ <u>440.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>50-0305</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small> Attorney Docket No. <u>1616804</u>		
DO NOT USE THIS SPACE					
<b>9. Statement and signature:</b> <i>To the best of my knowledge and belief the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <u>Robert J. Schneider</u>            Name of Person Signing         </div> <div style="text-align: center;">             Signature         </div> <div style="text-align: center;"> <u>October 7, 2005</u>            Date         </div> </div> <div style="text-align: right; margin-top: 10px;">           Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 5px;">5</span> </div>					

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
 United States Patent and Trademark Office, Box Assignments  
 Washington, DC 20231

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
~H2O+ (subscript 2) Stylized	2178830	August 4, 1998
~H2O+ (subscript 2) Stylized	2285726	October 12, 1999
~H2O+ (subscript 2) Stylized	2037872	February 11, 1997
AQUAFIRM	2780764	November 4, 2003
AROMAPLUS	2041415	February 25, 1997
BATHWATERS	2097667	September 16, 1997
BLACK ICE	2402304	November 7, 2000
MINT ICE	2369660	July 25, 2000
THE SOURCE OF LIFE FOR YOUR SKIN	2922771	February 1, 2005
WATER IS YOU	2979030	July 26, 2005
WATERWHITE	2805800	January 13, 2004
WAVY BOTTLE DESIGN	1743830	December 29, 1992

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
AN OASIS OF WATER-BASED SKINCARE	75/305445	June 9, 1997
AQUALIBRIUM	78/428643	June 2, 2004
OASIS	78/048341	February 14, 2001
OASIS	78/611524	April 19, 2005
SPLASHLITE	78/346568	December 30, 2003

### TRADEMARK COLLATERAL AGREEMENT

This 6th day of October, 2005, H<sub>2</sub>O PLUS, L.P., a Delaware limited partnership ("*Debtor*") with its principal place of business and mailing address at 845 West Madison Street, Chicago, Illinois 60607, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

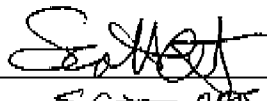
to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

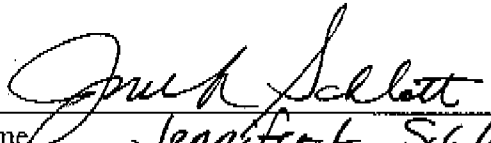
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

H<sub>2</sub>O PLUS, L.P.

By   
Name SCOTT OATIS  
Title CFO

HARRIS N.A.

By   
Name Jennifer L. Schlott  
Title Vice President

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None